

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barton Printing, Inc.		10/27/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as Agent		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2166786	APPLIED PRINTING TECHNOLOGIES	
Registration Number:	2141833	APT	
Registration Number:	2280229	APT	
Registration Number:	2245283	APT APPLIED PRINTING TECHNOLOGIES	
Serial Number:	76627098	APT	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3367		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213/683-6367		
Email:	nobukochristy@paulhastings.com		
Correspondent Name:	Nobuko Christy		
Address Line 1:	c/o Paul Hastings, 515 So. Flower St.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45140.00076		

OP \$140.00 2166786

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TRADEMARK
REEL: 003184 FRAME: 0926

NAME OF SUBMITTER:	Nobuko Christy
Signature:	/Nobuko Christy/
Date:	11/01/2005
<p>Total Attachments: 16</p> <p>source=Image001#page1.tif</p> <p>source=Image002#page1.tif</p> <p>source=Image003#page1.tif</p> <p>source=Image004#page1.tif</p> <p>source=Image005#page1.tif</p> <p>source=Image006#page1.tif</p> <p>source=Image007#page1.tif</p> <p>source=Image008#page1.tif</p> <p>source=Image009#page1.tif</p> <p>source=Image010#page1.tif</p> <p>source=Image011#page1.tif</p> <p>source=Image012#page1.tif</p> <p>source=Image013#page1.tif</p> <p>source=Image014#page1.tif</p> <p>source=Image015#page1.tif</p> <p>source=Image016#page1.tif</p>	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of October 27, 2005, is made by and between **BARTON PRINTING, INC.**, a Delaware corporation, ("Debtor"), and **ABLECO FINANCE LLC**, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the below-defined Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"), with reference to the following:

WHEREAS, Debtor and certain of Debtor's Subsidiaries and Affiliates that are signatories thereto (individually and collectively, jointly and severally, the "Borrower"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for such Lenders (in such capacity, together with its successors, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, the "Agents"), have entered into that certain Financing Agreement, dated contemporaneously herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which the below-defined Lender Group has agreed to make certain financial accommodations to Borrower;

WHEREAS, Debtor has executed and delivered to Collateral Agent that certain Security Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of Agents and Lenders, security interests in (among other things) all or substantially all of Debtor's general intangibles;

WHEREAS, Borrower is party to that certain Financing Agreement dated contemporaneously herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Lien Financing Agreement"), with the Lenders (as defined in the Senior Lien Financing Agreement), General Electric Capital Corporation, as collateral agent for such Lenders (as defined in the Senior Lien Financing Agreement) (in such capacity, together with its successors, if any, in such capacity, the "Senior Lien Agent"), and PNC Bank, National Association ("PNC"), as administrative agent for such Lenders (as defined in the Senior Lien Financing Agreement) (in such capacity, together with any successor administrative agent, the "Senior Administrative Agent" and together with Senior Lien Agent, each a "Senior Agent" and collectively, the "Senior Agents"), pursuant to which Senior Agents and Lenders (as defined in the Senior Lien Financing Agreement) have agreed to make certain financial accommodations to Borrower;

WHEREAS, Borrower and Senior Lien Agent are parties to that certain Security Agreement dated contemporaneously herewith;

WHEREAS, Debtor and Senior Lien Agent are parties to that certain Trademark Security Agreement (as defined in the Senior Lien Financing Agreement) dated contemporaneously herewith;

WHEREAS, Senior Agents, Lenders (as defined in the Senior Lien Financing Agreement), Agents, Lenders, and Borrower are party to that certain Intercreditor Agreement dated contemporaneously herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”); and

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the below defined Lender Group under the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as defined below) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent’s existing security interests in the below defined Trademark Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Ableco” has the meaning specified therefor in the preamble hereto.

“Administrative Agent” has the meaning specified therefor in the recitals hereto.

“Agent” and “Agents” have the respective meanings specified therefor in the recitals hereto.

“Agreement” has the meaning specified therefor in the preamble hereto.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 et seq.), as amended, and any successor statute.

“Borrower” has the meaning specified therefor in the recitals hereto.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Collateral Agent’s Liens on any Trademark Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Collateral Agent” shall have the meaning specified therefor in the preamble hereto.

“Debtor” has the meaning specified therefor in the preamble hereto.

“Event of Default” means any Event of Default under the Financing Agreement.

“Financing Agreement” has the meaning specified therefor in the recitals hereto.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement or other similar relief.

“Lender Group” means, collectively, the Lenders, Administrative Agent, and Collateral Agent.

“Lenders” has the meaning specified therefor in the recitals hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“Secured Obligations” shall mean all liabilities, obligations, or undertakings (including the Obligations) owing by Debtor to any of the Agents or any of the Lenders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” has the meaning specified therefor in the recitals hereto.

“Trademark Collateral” means:

- (i) all Trademarks;

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

"Trademarks" means all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A and Schedule B hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Collateral Agent or in the name of Collateral Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world.

"United States" and "U.S." each mean the United States of America.

(b) Other Terms. All terms used in this Agreement which are defined in Article 8 or Article 9 of the Code and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

(c) Terms Generally. Capitalized words not otherwise defined herein shall have the respective meanings specified therefor in the Financing Agreement. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", whether or not so expressly stated in each such instance, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the

words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Agreement to "determination" by any Agent include reasonable estimates honestly made by such Agent (in the case of quantitative determinations) and reasonable beliefs honestly held by such Agent (in the case of qualitative determinations). References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement. In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of Agents and Lenders (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed to be a conflict with the Financing Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the Trademark Collateral, whether now existing or hereafter acquired or arising and whether registered or unregistered.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 19.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Permitted Licensing. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Documents.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent may request from time to time, to perfect and continue the perfection of, to maintain the priority of or provide notice of Collateral Agent's security interest in the Trademark Collateral held by Collateral Agent for the benefit of Agents and Lenders and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right to, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments, and perform all other acts, that Collateral Agent deems necessary or advisable in order to perfect or continue the perfection of, to maintain the priority or enforceability of or to provide notice of Collateral Agent's security interest in, the Trademark Collateral held by Collateral Agent for the benefit of Agents and Lenders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Collateral Agent may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and Debtor agrees to reimburse such attorney or Collateral Agent, as applicable, in full upon demand for all reasonable expenses, including reasonable attorney's fees, incurred by such attorney or Collateral Agent in relation hereto. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 19.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. Schedule A and Schedule B set forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar

trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A and Schedule B is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Title. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral, free and clear of any Liens and rights of others (other than interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademark Collateral for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and no other Person has any rights in or to any of such Trademark Collateral, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark Collateral, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person; no other Person has any rights in or to any of the Trademark Collateral;

(d) No Violation; No Infringement. (i) The execution, delivery and performance by Debtor of this Agreement do not violate any provision of law or the Governing Documents of Debtor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which Debtor is a party or by which Debtor may be bound, (ii) no material infringement or unauthorized use presently is being made of any Trademark Collateral by any Person, and (iii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement; and

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent, for the benefit of Agents and Lenders, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Debtor covenants that so long as this Agreement shall be in effect, Debtor shall:

(a) promptly give Collateral Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or other Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee;

(b) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Trademark Collateral and all of Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(c) comply with each of the terms and provisions of this Agreement and the Financing Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement or the Financing Agreement without Collateral Agent's prior written consent; and

(d) not permit the inclusion in any contract to which Debtor becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of Collateral Agent, for the benefit of Agents and Lenders, in Debtor's rights and interest in any property included within the definitions of the Trademarks, Registrations and Trademark Rights acquired under such contracts.

6. Future Rights. If and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 12.01 of the Financing Agreement. Debtor shall do all things reasonably deemed necessary by Collateral Agent in its reasonable discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be recorded in the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent, any other member of the Lender Group, hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agents and Lenders, and the Collateral Agent on behalf thereof, shall have

all rights and remedies available to them under the Financing Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Collateral Agent shall at all times have such royalty free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell or license general intangibles, inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee, or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of Debtor or Collateral Agent, to enforce or protect any Trademark Collateral and any license thereunder, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce any Trademark Collateral or any license thereunder, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of Agents and Lenders and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE; WAIVER OF JURY TRIAL, ETC.

(a) **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICTS OF LAWS PRINCIPLES BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE COLLATERAL AGENT OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.**

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, DEBTOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES, AND DOCUMENTS IN ANY SUIT, ACTION, OR PROCEEDING BROUGHT IN THE UNITED STATES OF AMERICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BY THE MAILING (BY REGISTERED MAIL OR CERTIFIED MAIL, POSTAGE PREPAID) OR DELIVERING OF A COPY OF SUCH PROCESS TO DEBTOR, C/O THE BORROWER, AT THE BORROWER'S ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01 OF THE FINANCING AGREEMENT. THE DEBTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST DEBTOR IN ANY OTHER JURISDICTION. DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT DEBTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, DEBTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(c) DEBTOR AND COLLATERAL AGENT EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. DEBTOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING

WAIVERS. DEBTOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

13. Entire Agreement; Amendment. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. The foregoing notwithstanding, Collateral Agent may re-execute this Agreement, modify, amend or supplement the Schedules hereto or execute a supplemental Trademark Security Agreement, as provided herein, and the terms of any such modification, amendment, supplement or supplemental Trademark Security Agreement shall be deemed to be incorporated herein by this reference.

14. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Security Interest Absolute. To the maximum extent permitted by law, all rights of Collateral Agent, all security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including any of the Loan Documents, any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment or waiver of or any consent to any departure from any of the Loan Documents or any other agreement or instrument relating thereto;

(b) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any Loan Document; or

(c) any other circumstances that might otherwise constitute a defense available to, or a discharge of, Debtor.

16. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Trademark Registration, Renewal and Litigation.

(a) Registration. Except to the extent otherwise permitted under the Loan Documents, unless and until Debtor, in its commercially reasonable judgment, decides otherwise, Debtor shall have the duty to do any and all acts which are reasonably necessary or desirable to preserve, renew and maintain all rights in material Trademarks, Registrations and Trademark Rights. Any expenses incurred in connection therewith shall be borne solely by Debtor. Except as otherwise permitted in the Loan Documents or this Section 18, Debtor shall not do, unless and until Debtor, in its commercially reasonable judgment, decides otherwise, any act or omit to do any act whereby any of the material Trademark Collateral may become abandoned or fall into the public domain or fail to renew any Trademark, Registration or Trademark Right owned by Debtor without the prior written consent of Collateral Agent, which may not be unreasonably withheld. The provisions of this Agreement to the contrary notwithstanding, other than trademarks registered with the PTO on or before the Closing Date, Debtor will not register any trademarks or permit any trademarks in which Debtor has an interest to be registered with the PTO, without the prior written consent of Collateral Agent, such consent not to be unreasonably withheld or delayed.

(b) Protection. Except as provided in Section 9, Debtor shall have the right and obligation to commence and diligently prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement or other damage as are in its reasonable business judgment necessary to protect the Trademark Collateral or any of Debtor's rights therein. Debtor shall provide to Collateral Agent any information with respect thereto reasonably requested by Collateral Agent. Collateral Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding or action including joining as a nominal party if Collateral Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Debtor shall provide, at its expense, representation acceptable to Collateral Agent for the common interest of Debtor and Collateral Agent with respect to such proceedings.

(c) Notice. Debtor shall, promptly upon its becoming aware thereof, notify Collateral Agent in writing of the institution of, or any adverse determination in, any proceeding, application, suit or action of any kind described in Section 18(a) or 18(b), or regarding Debtor's claim of ownership in any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such registration, whether before the PTO or any United States court or governmental agency. Debtor shall provide promptly to Collateral Agent any information with respect thereto requested from time to time by Collateral Agent.

19. Termination. When the Secured Obligations have been paid in full in accordance with the terms of the Financing Agreement, and the Commitments shall have expired

or been irrevocably terminated, this Agreement shall terminate (subject to Section 19) and all rights in the Trademark Collateral shall revert to Debtor. Collateral Agent, at the request and sole expense of a Debtor will promptly execute and deliver to Debtor the proper instruments (including Uniform Commercial Code termination statements and cancellation of this Agreement by written notice from Collateral Agent to the PTO) acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Trademark Collateral as may be in possession of Collateral Agent and has not theretofore been disposed of, applied or released.

20. Reinstatement; Certain Payments. If any claim is ever made upon any Agent or any Lender for repayment or recovery of any amount or amounts received by such Agent or such Lender in payment or on account of any of the Secured Obligations, such Agent or such Lender shall give prompt notice of such claim to each other Agent and Lender and the Debtor, and if such Agent or such Lender repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent or such Lender or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent or such Lender with any such claimant, then and in such event Debtor agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent or such Lender hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent or such Lender.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTOR:

BARTON PRINTING, INC.,
a Delaware corporation

By: 

Name:

Title:

[SIGNATURE PAGES TO BARTON PRINTING, INC.
TRADEMARK SECURITY AGREEMENT (TERM LOAN B)]

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company, as Collateral
Agent

By: _____

Name: Kevin Genda
Title: Senior Vice President

[SIGNATURE PAGES TO BARTON PRINTING, INC.
TRADEMARK SECURITY AGREEMENT (TERM LOAN B)]

SCHEDULE A

Trademarks of Debtor

U.S. Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark Owner</u>
Applied Printing Technologies	2,166,786	June 23, 1998	Barton Printing, Inc.*
APT	2,141,833	March 10, 1998	Barton Printing, Inc.*
APT (stylized)	2,280,229	September 28, 1999	Barton Printing, Inc.*
APT Applied Printing Technologies	2,245,283	May 18, 1999	Barton Printing, Inc.*
APT (stylized)	Application No. 76627098	Application filed January 6, 2005	Barton Printing, Inc.*

* Acquired by Barton Printing, Inc. pursuant to the Acquisition.